

AGREEMENT FOR VOLUNTARY RIGHT OF WAY DONATION

PROJECT NO: 22221.00.00 COUNTY: Brookings PARCEL NO: N/A

This agreement made and entered into this day of , 2016
by and between Brookings County acting by and through the Brookings
County Commission, hereinafter referred to as COUNTY, and Shane Johnson
Trust , whose postal address is 20570 466th Ave.
Bruce, SD 57220 , hereinafter referred to as DONOR.

WHEREAS, COUNTY needs the following easements for construction,
operation and maintenance of a highway:
Perpetual Easement: None

Temporary Easement: 0.05 acres more or less in the SE1/4 of
Sec. 30-T111N-R50W (between project stations 9+50 Lt. & 10+30 Lt.

NOW THEREFORE, DONOR understands his/her right to have an appraisal
prepared and his/her right to receive just compensation for the above
described perpetual and/or temporary easement in accordance with the Uniform
Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
DONOR does hereby voluntarily grant and donate to COUNTY, for and in
consideration of and other good and valuable consideration, the adequacy
of which is hereby acknowledged by DONOR, the above described easements as
shown on the plans for construction of the above cited PROJECT.

Stipulations of conditional donation: Fence must stay
up because of cattle. Shane needs
to be notified if fence needs to be moved
and everything put back when complete.
DONOR agrees that the erection of fences, structures or obstacles within
the perpetual easement will not be permitted.

DONOR grants permission to COUNTY or COUNTY'S agent to enter upon above
described easement upon approval of this AGREEMENT.

The perpetual easement shall be in effect until the highway is abandoned
by proper action of the Brookings County Commission and the temporary
easement shall be in effect until construction of the project is completed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be
executed.

Attest:
County Auditor

By: Shane Johnson
Donor

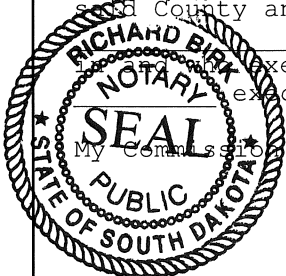
By:
Chairman of County Commission

By:
Donor

STATE OF
COUNTY OF

By:
Donor

On this 19th day of May in the year of 2016, before
me, Richard Bick, a Notary Public within and for
said County and State, personally appeared Shane Johnson
 known to me to be the person(s) described
executed the foregoing instrument and acknowledged to me that
 executed the same for the purpose therein stated.



My Comm. Exp. Expires: August 10, 2021 Richard Bick
Notary Public